

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY	
<p>Caption in Compliance with D.N.J. LBR 9004-2(c)</p> <p>BARCLAY DAMON LLP Scott L. Fleischer, Esq. 1270 Avenue of the Americas, Suite 501 New York, NY 10020 Telephone: (212) 784-5810 sfleischer@barclaydamon.com</p> <p>Kevin M. Newman, Esq. Barclay Damon Tower 125 East Jefferson Street Syracuse, NY 13202 Telephone: (315) 413-7115 knewman@barclaydamon.com</p> <p>Niclas A. Ferland, Esq. 545 Long Wharf Drive, Ninth Floor New Haven, CT 06511 Telephone: (203) 672-2667 nferlans@barclaydamon.com</p> <p><i>Counsel for RPT Realty, L.P., DLC Management Corp., Rivercrest Realty Associates, LLC, and Mission Valley Shoppingtown LLC</i></p>	
<p>In re:</p> <p>BED BATH & BEYOND, INC., <i>et al.</i>,¹</p> <p style="text-align: right;">Debtors.</p>	<p>Chapter 11</p> <p>Case No. 23-13359 (VFP)</p> <p>Judge: Vincent F. Papalia</p> <p>(Jointly Administered)</p>

**OBJECTION OF RPT REALTY, L.P., DLC MANAGEMENT CORP.,
RIVERCREST REALTY ASSOCIATES, LLC, AND
MISSION VALLEY SHOPPINGTOWN LLC TO PROPOSED CURE AMOUNTS**

¹ The last four digits of Debtor Bed Bath & Beyond Inc.'s tax identification number are 0488. A complete list of the Debtors in these Chapter 11 Cases (collectively, the "Debtors" and each a "Debtor") and each such Debtor's tax identification number may be obtained on the website of the Debtors' proposed claims and noticing agent at <https://restructuring.ra.kroll.com/bbby>. The location of Debtor Bed Bath & Beyond Inc.'s principal place of business and the Debtors' service address in these Chapter 11 Cases is 650 Liberty Avenue, Union, New Jersey 07083.

RPT Realty, L.P., DLC Management Corp., Rivercrest Realty Associates, LLC, and Mission Valley Shoppingtown LLC (each, a “Landlord” and collectively, the “Landlords”), by and through their attorneys, respectfully submit this objection to the Debtors’ proposed cure amounts, including through the *Notice to Contract Parties to Potentially Assumed Executory Contracts and Unexpired Leases* [Docket No. 714] (the “Cure Notice”) (the “Objection”). In support of this Objection, the Landlords respectfully state as follows:

JURISDICTION

1. The United States Bankruptcy Court for the District of New Jersey (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A).

BACKGROUND

2. On April 23, 2023 (the “Petition Date”), each of the above-referenced debtors (the “Debtors”) filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”) in the Court.

3. Upon information and belief, the Debtors are operating their business and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

4. The Landlords or their affiliates are parties to unexpired leases of nonresidential real property (each, a “Lease” and collectively, the “Leases”) of the premises (the “Premises”) identified on Exhibit 1 hereto.

5. The Premises are located within “shopping centers” as that term is used in § 365(b)(3) of the Bankruptcy Code. *See In re Joshua Slocum, Ltd.*, 922 F.2d 1081, 1086-87 (3d Cir. 1990).

6. On April 23, 2023, the Debtors filed the *Debtors' Motion for Entry of an Order (I)(A) Approving the Auction and Bidding Procedures; (B) Approving Stalking Horse Bid Protections; (C) Scheduling Bid Deadlines and an Auction; (D) Approving the Form and Manner of Notice Thereof; (E) Approving the Form APA, and (II)(A) Establishing Notice and Procedures for the Assumption and Assignment of Contracts and Leases, (B) Authorizing the Assumption and Assignment of Assumed Contracts, (C) Authorizing the Sale of Assets, and (D) Granting Related Relief* [Dkt. No. 29] (the “Sale Motion”). The Sale Motion sought to establish procedures under which the Debtors could sell substantially all of their assets and ultimately seek approval of one or more sale transactions.

7. On April 25, 2023, the Court entered an order granting the bid procedures aspect of the Sale Motion [Dkt. 92] (the “Bid Procedures Order”).

8. On May 3, 2023, the Debtors filed the *Motion For Entry of an Order (I) Establishing Procedures to Sell Certain Leases, (II) Approving the Sale of Certain Leases, and (III) Granting Related Relief* [Dkt. No. 193] (the “Lease Auction Procedures Motion”), seeking to establish procedures under which the Debtors could assume and assign leases such as the Leases through a lease auction process.

9. On May 22, 2023 the Court entered an order granting the Lease Auction Procedures Motion [Dkt. No. 422] (the “Lease Auction Procedures Order”).

10. On June 13, 2023, the Debtors filed the Cure Notice [Dkt. No. 714], which included the amounts the Debtors believed are necessary to cure defaults under the Leases (the “Proposed Cure Amounts”). Whether pursuant to the Bid Procedures Order, Lease Auction Procedures Order, or otherwise, the Debtors may seek to assume and assign various executory contracts and unexpired leases, including the Leases.

11. On June 23, 2023, the Debtors filed the *Notice of Amendment of Cure Objection Deadline* [Dkt. No. 952], which, among other things, clarified that the Debtors' sale of certain assets to Overstock.com, Inc. only contemplated limited contract assignments but no lease assignments, and extended the cure objection deadline for all leases on the Cure Notice to July 5, 2023 at 9:00 a.m. ET.

OBJECTION

A. *The Proposed Cure Amounts Are Subject to Change and, as of the Filing of this Objection, Many are Not Correct and/or Subject to July Rent Payments*

12. As a condition of any assumption and assignment of the Leases, the Landlords are entitled to have all defaults cured. 11 U.S.C. § 365(b)(1)(A). The Debtors are currently in default under many of the Leases for failure to pay rent and other charges currently due and owing.

13. The Landlords object to the Proposed Cure Amounts to the extent that they do not reflect the correct cure amounts for the Leases as of the date of assumption and assignment (the "Correct Cure Amounts"). The Proposed Cure Amounts and the Correct Cure Amounts, exclusive of (i) attorneys' fees and (ii) accrued rent and charges and indemnity obligations, are as listed on Exhibit 1 hereto. The Correct Cure Amounts are accurate as of the dates listed in Exhibit 1 hereto and are subject to change through any assumption and assignment of the Leases. Exhibit 1 also includes detailed statements of certain of the Correct Cure Amounts (exclusive of attorneys' fees). Many of the Correct Cure Amounts are subject to the payment of July Lease obligations, which could not be confirmed by the filing of this Objection.

B. *The Proposed Cure Amounts Do Not Include Attorneys' Fees*

14. The Landlords further object to the Proposed Cure Amounts because they do not include attorneys' fees. The Leases entitle the Landlords to attorneys' fees. Therefore, attorneys' fees must be included as part of the Landlords' cure amounts as pecuniary losses suffered as a

result of the Debtors' defaults, under Section 365(b)(1)(B). *See In re Crown Books Corp.*, 269 B.R. 12, 18 (Bankr. D. Del. 2001); *In re Williams*, 2011 Bankr. LEXIS 2463, at *3 (Bankr. D. Del. June 24, 2011); *see also In re French*, 131 B.R. 138, 141 (Bankr. E.D. Miss. 1991); *Urban Retail Props. v. Loews Cineplex Entm't Corp.*, 2002 U.S. Dist. LEXIS 6186, at *25-28 (S.D.N.Y. Apr. 8, 2002); *In re Shangra-La, Inc.*, 167 F.3d 843, 849 (4th Cir. 1999); *In re Entertainment, Inc.*, 223 B.R. 141, 152-153 (Bankr. N.D. Ill. 1998).

15. Attorneys' fees have been accruing and will continue to increase through any assumption and assignment of the Leases, and the Landlords may seek to supplement this Objection by the time of any proposed assumption and assignment with the current amount of accrued attorneys' fees.

C. Any Assumption and Assignment Must Be Cum Onere, Including the Assumption of Liability for All Obligations for Accrued, but Unbilled or Not Due Rent and Charges and Indemnity Obligations

16. It is well settled that a debtor seeking to assume a lease must do so *cum onere*, accepting both its benefits and burdens. *See In re Fleming Cos.*, 499 F.3d 300, 308 (3d Cir. 2007) (quoting *In re Italian Cook Oil Corp.*, 190 F.2d 994, 997 (3d Cir. 1951). The requirement that lease assumption be *cum onere* applies equally to assignment, as assumption of an unexpired lease "is a necessary prerequisite to its assignment under § 365." *In re Sunterra Corp.*, 361 F.3d 257, 266 (4th Cir. 2004) (citing 11 U.S.C. § 365(f)(2)).

17. Therefore, in the event that the Debtors seek to assume and assign the Leases, the Debtors or any assignee are first obligated to cure all outstanding defaults under the Leases, including the payment of the Correct Cure Amounts, plus attorneys' fees that accrued through the time of assumption and assignment.

18. Further, the Debtors have a continuing obligation to pay additional rent and charges, including, but not limited to, adjustments and reconciliations for the Debtors'

proportionate share of certain common area maintenance, real property taxes, water, insurance premiums and any percentage rent which have accrued, or will accrue under the Leases through any assumption and assignment of the Leases and are not yet due.

19. Additionally, the Proposed Cure Amounts do not include contractual obligations to indemnify the Landlords for events occurring prior to any assumption and assignment of the Leases. The Leases obligate the Debtors to indemnify and hold the Landlords harmless from and against various claims, liabilities and expenses. Any assignee must assume liability for such obligations.

20. The Debtors' obligations to pay this additional rent and charges and to satisfy their indemnity obligations are essential to the Landlords' entitlement pursuant to Section 365(b)(1) of the Bankruptcy Code to adequate assurance of future performance, and are assumed by any assignee *cum onere*. See *In re Interstate Bakeries Corp.*, 167 F.3d 843, 961 (8th Cir. 2014).

21. Therefore, all of these obligations should be assumed by any assignee as part of any assumption and assignment of the Leases in accordance with the requirement that the Landlords receive adequate assurance of future performance under the Leases.

D. Any Assumption and Assignment Must Be Supported by Adequate Assurance of Future Performance

22. The Landlords reserve their rights to object to any proposed assumption and assignment of the Leases to a successful bidder absent identification of the proposed assignee, strict compliance with the adequate assurance of future performance requirements of § 365 of the Bankruptcy Code, the Bid Procedures Order and Lease Auction Procedures Order, as applicable, and the Landlords having sufficient notice and an opportunity to be heard regarding any proposed assumption and assignment.

RESERVATION OF RIGHTS

23. The Landlords reserve their rights to supplement this Objection and to make such other and further objections as they may deem necessary or appropriate, including, but not limited to, objecting to assumption and assignment of the Leases on any grounds.

24. The Landlords hereby join any other objections filed by the Debtors' landlords to the extent such objections are not inconsistent with the relief sought herein.

WHEREFORE, the Landlords respectfully request that the Court enter an order consistent with this Objection, and grant the Landlords any additional and further relief the Court deems just and proper.

Dated: July 3, 2023
New York, New York

BARCLAY DAMON LLP

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Attorneys for RPT Realty, L.P., DLC Management Corp., Rivercrest Realty Associates, LLC, and Mission Valley Shoppingtown LLC

CERTIFICATE OF SERVICE

I certify that on July 3, 2023 I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the District of New Jersey.

I further certify that on July 3, 2023, I caused a copy of the foregoing document to be served by electronic mail upon the following parties at their designated email addresses:

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/s/Scott L. Fleischer
Scott L. Fleischer

EXHIBIT 1

Landlord	Shopping Center	Location	Store No.	BBB's Initial Proposed Cure Amount	Landlord's Cure Amount	As of	Note
RPT Realty, L.P. (Appendix A)							
RPT Realty, L.P.	Vista Plaza	Jensen Beach, FL	213	\$10,462.61	\$49,379.45	6/30/2023	2
RLV Winchester Center LP	Winchester Center	Rochester Hills, MI	378	\$26,127.71	\$58,467.25	6/30/2023	2
RPT Realty, L.P.	Deerfield Towne Center (Bed Bath)	Mason, OH	768	\$73.38	\$80,064.87	6/30/2023	1, 2
Bellevue Place Associates, G.P.	Bellevue Place	Bellevue, TN	476	\$0.00	\$500.00	6/15/2023	3
Pace-Central Associates, L.L.C.	Central Plaza	Ballwin, MO	3070	\$100,557.03	\$133,496.96	6/15/2023	3
Summit Deer Creek Investors, L.L.C.	Deer Creek	Maplewood, MO	3090	\$101,522.12	\$124,437.44	6/30/2023	2
RPT Realty, L.P.	Deerfield Towne Center (BABY)	Mason, OH	3044	\$116.90	\$53,687.96	6/30/2023	2
DBRA Red Woodbury LLC	Woodbury Lakes	Woodbury, MN	3065	\$0.00	\$5,901.69	6/15/2023	3
DLC Management Corp (Appendix B)							
BRE DDR Spring Creek LLC	Spring Creek Centre	Fayetteville, AR	278	\$272.65	\$112,235.84	7/3/2023	2
Frontier Village, L.P.	La Frontera Village	Round Rock, TX	305	\$0.00	\$107,368.06	7/3/2023	2, 4
Rivercrest Realty Associates (Appendix C)							
IRC University Crossings LLC	University Crossings	Granger, IN	23	\$0.00	\$26,934.33	7/1/2023	2
Westfield (Appendix D)							
Westfield Mission Valley Shoppingtown, LLC	Westfield Mission Valley	San Diego, CA	31	\$0.00	\$121,113.08	6/30/2023	2

1 - By email dated June 21, 2023, Debtors' counsel agreed with the landlord's proposed cure amount as of June 15, 2023.

2 - These updated Landlord cure amounts include July 1 charges.

3 - The leases for these locations were proposed to be rejected in the Notice of Rejection of Certain Executory Contracts and/or Unexpired Leases dated June 29, 2023 (Docket No. 1127) and are included in case the proposed treatment changes.

4 - By email dated June 19, 2023, Debtors' counsel agreed with the landlord's proposed cure amount as of June 15, 2023.

STATEMENT

	STATEMENT DATE	ACCOUNT NUMBER
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06/30/2023

43701 ,00007985

Bed Bath & Beyond Inc
Bed Bath & Beyond #213
Attention: Attn: Real Estate Accounting
650 Liberty Ave.
Union, NJ 07083

BALANCE DUE: 49,379.45

MAKE CHECKS PAYABLE TO: RPT REALTY L.P.

CHARGE DATE	CHARGE DESCRIPTION	AMOUNT	PAYMENTS	AMOUNT DUE
07/01/2023	Base Rent	31,264.58	0.00	31,264.58
07/01/2023	Common Area Maintenance	3,585.75	0.00	3,585.75
07/01/2023	Insurance	1,454.00	0.00	1,454.00
03/06/2014	Tax for PCT	6,247.46	5,813.21	434.25
07/01/2023	Tax for BRN	1,875.87	0.00	1,875.87
07/01/2023	Tax for INS	87.24	0.00	87.24
07/01/2023	Tax for CAM	215.15	0.00	215.15
03/14/2023	2022 Year end Insurance Reconciliation	10,462.61	0.00	10,462.61

Current	30 Days	60 Days	90 Days	120 Days	Balance Due
38,482.59	0.00	0.00	10,462.61	434.25	49,379.45

Please send this portion of the invoice with your remittance. Thank you.	STATEMENT DATE	ACCOUNT NUMBER
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06/30/2023

43701 ,00007985

Bed Bath & Beyond #213

MAKE CHECKS PAYABLE TO: RPT REALTY L.P.

Send your payment to the following address.

Vista Plaza

P.O. Box 350018

Boston, MA 02241-0518

BALANCE DUE: 49,379.45

STATEMENT

	STATEMENT DATE	ACCOUNT NUMBER
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06/30/2023 45201 ,00008095

Bed Bath & Beyond Inc.
Bed Bath & Beyond
Attention: Store #378
650 Liberty Avenue
Union, NJ 07083

BALANCE DUE: 58,467.25

MAKE CHECKS PAYABLE TO: RPT REALTY L.P.

CHARGE DATE	CHARGE DESCRIPTION	AMOUNT	PAYMENTS	AMOUNT DUE
07/01/2023	Base Rent	23,105.15	0.00	23,105.15
07/01/2023	Common Area Maintenance	2,645.00	0.00	2,645.00
03/10/2023	Electric 2/8-3/8/23	3,113.11	0.00	3,113.11
04/10/2023	Electric 3/8-4/7/23	3,602.49	0.00	3,602.49
05/08/2023	Electric 4/7-5/5/23	3,321.77	1,488.39	1,833.38
06/08/2023	Electric 5/5-6/6/23	3,963.03	0.00	3,963.03
07/01/2023	Insurance	446.00	0.00	446.00
03/10/2023	Tax for ELE	186.73	0.00	186.73
04/10/2023	Tax for ELE	216.10	0.00	216.10
05/08/2023	Tax for ELE	199.25	90.00	109.25
06/08/2023	Tax for ELE	237.73	0.00	237.73
03/13/2023	2022 Year end CAM Reconciliation	14,439.65	0.00	14,439.65
03/13/2023	2022 Year end Insurance Reconciliation	4,569.63	0.00	4,569.63

Current	30 Days	60 Days	90 Days	120 Days	Balance Due
30,396.91	1,942.63	3,818.59	22,309.12	0.00	58,467.25

Please send this portion of the invoice with your remittance. Thank you.	STATEMENT DATE	ACCOUNT NUMBER
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06/30/2023 45201 ,00008095

Bed Bath & Beyond #378

MAKE CHECKS PAYABLE TO: RPT REALTY L.P.

Send your payment to the following address.

Winchester Center

P.O. Box 350018

Boston, MA 02241-0518

BALANCE DUE: 58,467.25

STATEMENT

	STATEMENT DATE	ACCOUNT NUMBER
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06/30/2023

81501 ,00008590

Bed Bath & Beyond Inc
Bed Bath & Beyond #768
650 Liberty Avenue
Union, NJ 07083

BALANCE DUE: 80,064.87

MAKE CHECKS PAYABLE TO: RPT REALTY L.P.

CHARGE DATE	CHARGE DESCRIPTION	AMOUNT	PAYMENTS	AMOUNT DUE
07/01/2023	Recalc 7/23 BRN	27,500.00	0.00	27,500.00
07/01/2023	Recalc 7/23 CAM	4,665.75	0.00	4,665.75
05/18/2023	22 RE Taxes Pybl 23 1st Instl	72,365.58	27,338.11	45,027.47
04/03/2023	Water 1/31-2/28/23	36.69	0.00	36.69
04/11/2023	Water 2/28-3/31/23	36.69	0.00	36.69
05/25/2023	Water 3/31-4/30/23	36.69	9.78	26.91
06/28/2023	Water 4/30-5/31/23	57.37	0.00	57.37
03/22/2023	2022 Year End CAM Reconciliation	2,394.01	0.00	2,394.01
03/22/2023	2022 Year End CAM Reconciliation	319.98	0.00	319.98

Current	30 Days	60 Days	90 Days	120 Days	Balance Due
32,223.12	45,054.38	73.38	2,713.99	0.00	80,064.87

Please send this portion of the invoice with your remittance. Thank you.	STATEMENT DATE	ACCOUNT NUMBER
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06/30/2023

81501 ,00008590

Bed Bath & Beyond #768

MAKE CHECKS PAYABLE TO: RPT REALTY L.P.

Send your payment to the following address.

Deerfield Towne Center

PO Box 350018

Boston, MA 02241-0518

BALANCE DUE: 80,064.87



STATEMENT

	STATEMENT DATE	ACCOUNT NUMBER
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06/15/2023 71501 ,00010744

Bed Bath & Beyond, Inc.
Bed Bath & Beyond, Inc.
650 Liberty Avenue
Union, NJ 07083

BALANCE DUE: 500.00

MAKE CHECKS PAYABLE TO: RPT Realty L.P.

CHARGE DATE	CHARGE DESCRIPTION	AMOUNT	PAYMENTS	AMOUNT DUE
03/28/2022	Debris Cleanup Inv # Jan 5237	500.00	0.00	500.00

Current	30 Days	60 Days	90 Days	120 Days	Balance Due
0.00	0.00	0.00	0.00	500.00	500.00

Please send this portion of the invoice with your remittance. Thank you.	STATEMENT DATE	ACCOUNT NUMBER
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06/15/2023 71501 ,00010744

Bed Bath & Beyond

MAKE CHECKS PAYABLE TO: RPT Realty L.P.
Send your payment to the following address.
Bellevue Plaza
P.O. Box 350018
Boston, MA 22410518

BALANCE DUE: 500.00



STATEMENT

	STATEMENT DATE	ACCOUNT NUMBER
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06/15/2023 78401 ,00007710

Bed Bath & Beyond Inc.
Buy Buy Baby #3070
Attention: Warren Eisenberg
650 Liberty Avenue
Union, NJ 07083

BALANCE DUE: 133,496.96

MAKE CHECKS PAYABLE TO: RPT REALTY L.P.

CHARGE DATE	CHARGE DESCRIPTION	AMOUNT	PAYMENTS	AMOUNT DUE
04/01/2023	Base Rent	26,977.08	0.00	26,977.08
04/01/2023	Common Area Maintenance	1,956.40	0.00	1,956.40
04/01/2023	Insurance	263.09	0.00	263.09
05/01/2023	4/23 UAC CK# 050123	-7,785.75	0.00	-7,785.75
04/06/2023	2022 Year End CAM Reconciliation	7,344.51	0.00	7,344.51
04/06/2023	2022 Insurance Year-End Reconciliation	4,184.60	0.00	4,184.60
03/22/2023	2022 TAX Recovery Reconciliati	100,557.03	0.00	100,557.03

Current	30 Days	60 Days	90 Days	120 Days	Balance Due
0.00	-7,785.75	141,282.71	0.00	0.00	133,496.96

Please send this portion of the invoice with your remittance. Thank you.	STATEMENT DATE	ACCOUNT NUMBER
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06/15/2023 78401 ,00007710

Buy Buy Baby #3070

MAKE CHECKS PAYABLE TO: RPT REALTY L.P.

Send your payment to the following address.

Central Plaza

P.O. Box 350018

Boston, MA 02241-0518

BALANCE DUE: 133,496.96

STATEMENT

	STATEMENT DATE	ACCOUNT NUMBER
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06/30/2023

77701 ,00008527

Bed Bath & Beyond Inc.
Bed Bath & Beyond Inc.
Attention: Warren Eisenberg
650 Liberty Avenue
Union, NJ 07083

BALANCE DUE: 124,437.44

MAKE CHECKS PAYABLE TO: RPT REALTY L.P.

CHARGE DATE	CHARGE DESCRIPTION	AMOUNT	PAYMENTS	AMOUNT DUE
07/01/2023	Base Rent	20,531.67	0.00	20,531.67
07/01/2023	Common Area Maintenance	1,966.11	0.00	1,966.11
07/01/2023	Insurance	374.50	0.00	374.50
03/31/2023	Water 1/18-2/17/23	11.06	0.00	11.06
04/20/2023	Water 2/17-3/16/23	4.07	0.00	4.07
05/18/2023	Water 3/16-4/17/23	1.61	0.00	1.61
06/26/2023	Water 4/17-5/17/23	41.43	0.00	41.43
04/18/2023	2022 Year End CAM Reconciliation	-625.44	0.00	-625.44
04/18/2023	2022 Year End INS Reconciliation	5,376.34	0.00	5,376.34
03/22/2023	2022 Year End Tax Reconciliati	96,756.09	0.00	96,756.09

Current	30 Days	60 Days	90 Days	120 Days	Balance Due
22,913.71	1.61	4,754.97	96,767.15	0.00	124,437.44

Please send this portion of the invoice with your remittance. Thank you.	STATEMENT DATE	ACCOUNT NUMBER
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06/30/2023

77701 ,00008527

Buy Buy Baby #3090

MAKE CHECKS PAYABLE TO: RPT REALTY L.P.
Send your payment to the following address.
Deer Creek Shopping Center
PO Box 350018
Boston, MA 02241-0518

BALANCE DUE: 124,437.44

STATEMENT

	STATEMENT DATE	ACCOUNT NUMBER
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06/30/2023

81501 ,00008593

Bed Bath & Beyond Inc.
Buy Buy Baby #3044
650 Liberty Avenue
Union, NJ 07083

BALANCE DUE: 53,687.96

MAKE CHECKS PAYABLE TO: RPT REALTY L.P.

CHARGE DATE	CHARGE DESCRIPTION	AMOUNT	PAYMENTS	AMOUNT DUE
04/01/2023	Base Rent	30,825.00	8,220.00	22,605.00
07/01/2023	Base Rent	30,825.00	0.00	30,825.00
09/06/2022	Water 6/30-7/31/22	58.71	0.00	58.71
03/08/2023	Water 12/31/22-1/31/23	36.69	0.00	36.69
04/03/2023	Water 1/31-2/28/23	43.52	0.00	43.52
04/11/2023	Water 2/28-3/31/23	36.69	0.00	36.69
05/25/2023	Water 3/31-4/30/23	43.52	11.61	31.91
06/28/2023	Water 4/30-5/31/23	50.44	0.00	50.44

Current	30 Days	60 Days	90 Days	120 Days	Balance Due
30,875.44	31.91	80.21	22,641.69	58.71	53,687.96

Please send this portion of the invoice with your remittance. Thank you.	STATEMENT DATE	ACCOUNT NUMBER
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06/30/2023

81501 ,00008593

Buy Buy Baby #3044

MAKE CHECKS PAYABLE TO: RPT REALTY L.P.

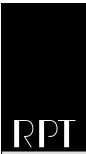
Send your payment to the following address.

Deerfield Towne Center

PO Box 350018

Boston, MA 02241-0518

BALANCE DUE: 53,687.96



STATEMENT

	STATEMENT DATE	ACCOUNT NUMBER
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06/15/2023 79901 ,00008858

Bed Bath & Beyond, Inc
Buy Buy BABY
650 Liberty Ave.
Union, NJ 07083

BALANCE DUE: 5,901.69

MAKE CHECKS PAYABLE TO: RPT REALTY L.P.

CHARGE DATE	CHARGE DESCRIPTION	AMOUNT	PAYMENTS	AMOUNT DUE
05/19/2023	Annual RE Taxes 2022 paid 2023	15,531.38	10,699.21	4,832.17
03/01/2019	3/19 UAC CK# 030119	-185.16	0.00	-185.16
04/01/2019	4/19 UAC CK# 040119	-61.72	0.00	-61.72
04/07/2023	2022 Year End Insurance Reconciliation	111.80	0.00	111.80
04/07/2023	2022 Year End Insurance Reconciliation	1,204.60	0.00	1,204.60

Current	30 Days	60 Days	90 Days	120 Days	Balance Due
4,832.17	0.00	1,316.40	0.00	-246.88	5,901.69

Please send this portion of the invoice with your remittance. Thank you.	STATEMENT DATE	ACCOUNT NUMBER
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06/15/2023 79901 ,00008858

Buy Buy BABY #3065

MAKE CHECKS PAYABLE TO: RPT REALTY L.P.

Send your payment to the following address.

**Woodbury Lakes
PO Box 350018
Boston, MA 02241-0518**

BALANCE DUE: 5,901.69

Database:	DLCMANAGE	Aged Delinquencies	Page:	1
		DLC Management Corp	Date:	7/3/2023
BLDG:	216	SPRING CREEK IMPROVEMENTS LLC	Time:	10:20 AM
		Date: 7/3/2023		

Invoice Date	Category	Source	Amount	Current	30	60	90	120
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216-005685	BED BATH & BEYOND #278 - LEGAL			Master Occupant Id: SPRBED-2		Day Due: 1	Delq Day: 10		
				052	Current	Last Payment:	6/2/2023	29,987.14	
7/1/2021	200	CAM	CH	123.17	0.00	0.00	0.00	0.00	123.17
8/1/2021	200	CAM	CH	214.05	0.00	0.00	0.00	0.00	214.05
9/1/2021	200	CAM	CH	214.05	0.00	0.00	0.00	0.00	214.05
10/1/2021	200	CAM	CH	214.05	0.00	0.00	0.00	0.00	214.05
11/1/2021	200	CAM	CH	214.05	0.00	0.00	0.00	0.00	214.05
12/1/2021	200	CAM	CH	214.05	0.00	0.00	0.00	0.00	214.05
1/20/2022	850	WATER AND SEWER	CH	220.55	0.00	0.00	0.00	0.00	220.55
2/1/2022	100	BASE RENT	CH	1,776.83	0.00	0.00	0.00	0.00	1,776.83
2/1/2022	200	CAM	CH	2,701.19	0.00	0.00	0.00	0.00	2,701.19
3/1/2022	200	CAM	CH	51.94	0.00	0.00	0.00	0.00	51.94
3/1/2022	275	RE TAX PRIOR YEAR	CH	38,902.40	0.00	0.00	0.00	0.00	38,902.40
4/1/2022	200	CAM	CH	51.94	0.00	0.00	0.00	0.00	51.94
5/1/2022	200	CAM	CH	51.94	0.00	0.00	0.00	0.00	51.94
6/1/2022	200	CAM	CH	51.94	0.00	0.00	0.00	0.00	51.94
7/1/2022	200	CAM	CH	51.94	0.00	0.00	0.00	0.00	51.94
8/1/2022	200	CAM	CH	51.94	0.00	0.00	0.00	0.00	51.94
9/1/2022	200	CAM	CH	51.94	0.00	0.00	0.00	0.00	51.94
10/1/2022	200	CAM	CH	51.94	0.00	0.00	0.00	0.00	51.94
11/1/2022	200	CAM	CH	51.94	0.00	0.00	0.00	0.00	51.94
12/1/2022	200	CAM	CH	51.94	0.00	0.00	0.00	0.00	51.94
1/1/2023	200	CAM	CH	51.94	0.00	0.00	0.00	0.00	51.94
2/1/2023	200	CAM	CH	51.94	0.00	0.00	0.00	0.00	51.94
3/1/2023	200	CAM	CH	51.94	0.00	0.00	0.00	0.00	51.94
4/1/2023	200	CAM	CH	51.94	0.00	0.00	0.00	51.94	0.00
4/6/2023	850	WATER AND SEWER	CH	272.65	0.00	0.00	272.65	0.00	0.00
5/1/2023	200	CAM	NC	-280.39	0.00	0.00	-280.39	0.00	0.00
5/1/2023	225	CAM PRIOR YEAR	CH	1,670.53	0.00	0.00	1,670.53	0.00	0.00
5/1/2023	275	RE TAX PRIOR YEAR	CH	34,880.00	0.00	0.00	34,880.00	0.00	0.00
5/2/2023	200	CAM	CR	-18.16	0.00	0.00	-18.16	0.00	0.00
6/2/2023	200	CAM	CR	-18.16	0.00	-18.16	0.00	0.00	0.00
6/23/2023	850	WATER AND SEWER	CH	238.84	238.84	0.00	0.00	0.00	0.00
7/1/2023	100	BASE RENT	CH	27,500.00	27,500.00	0.00	0.00	0.00	0.00
7/1/2023	200	CAM	CH	2,468.98	2,468.98	0.00	0.00	0.00	0.00
BED BATH & BEYOND #278 - LEGAL Total:				112,235.84	30,207.82	-18.16	36,524.63	51.94	45,469.61
BLDG 216 Total:				112,235.84	30,207.82	-18.16	36,524.63	51.94	45,469.61
Grand Total:				112,235.84	30,207.82	-18.16	36,524.63	51.94	45,469.61

Database:	DLCMANAGE	Aged Delinquencies	Page:	1
		DLC Management Corp	Date:	7/3/2023
BLDG:	437	LA FRONTERA IMPROVEMENTS, LLC	Time:	10:19 AM
		Date: 7/3/2023		

Invoice Date	Category	Source	Amount	Current	30	60	90	120
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437-006664	Bed Bath & Beyond		Master Occupant Id: 437BedBa-1		Day Due: 1	Delq Day:		
	Emily Ortiz		112	Current	Last Payment:	6/5/2023	23,549.50	
	(908)855-4174							
2/7/2023	285	RE TAX ANNUAL C/B	CH	90,508.74	0.00	0.00	0.00	90,508.74
2/10/2023	285	RE TAX ANNUAL C/B	CH	1,822.95	0.00	0.00	0.00	1,822.95
5/1/2023	200	CAM	NC	-2,156.29	0.00	0.00	-2,156.29	0.00
5/1/2023	225	CAM PRIOR YEAR	NC	-4,739.63	0.00	0.00	-4,739.63	0.00
5/9/2023	200	CAM	CR	-539.07	0.00	-539.07	0.00	0.00
6/5/2023	200	CAM	CR	-539.07	-539.07	0.00	0.00	0.00
7/1/2023	100	BASE RENT	CH	19,062.50	19,062.50	0.00	0.00	0.00
7/1/2023	200	CAM	CH	3,947.93	3,947.93	0.00	0.00	0.00
Bed Bath & Beyond Total:				107,368.06	22,471.36	-539.07	-6,895.92	92,331.69
BLDG 437 Total:				107,368.06	22,471.36	-539.07	-6,895.92	92,331.69
Grand Total:				107,368.06	22,471.36	-539.07	-6,895.92	92,331.69

APPENDIX C

RIVERCREST REALTY ASSOCIATES

IRC University Crossings LLC

Tenant: Buy Buy Baby, Inc.

Location: University Crossings, Granger, IN

05/01/2023	ESTIMATED CAM (05/2023)	009	5,059.05	0.00	5,059.05
05/01/2023	ESTIMATED REAL ESTATE TAXES (05/2023)	009	5,244.89	0.00	10,303.94
05/01/2023	BASE RENT (05/2023)	009	21,681.63	0.00	31,985.57
05/01/2023	2022 CAM ADJUSTMENT (04/2022 - 12/2022)		(795.51)	0.00	31,190.06
05/01/2023	2022 TAX ADJUSTMENT (04/2022 - 12/2022)		(4,255.73)	0.00	26,934.33
05/02/2023	Chk# WT#05022023		0.00	31,985.57	(5,051.24)
06/01/2023	ESTIMATED CAM (06/2023)	009	5,059.05	0.00	7.81
06/01/2023	ESTIMATED REAL ESTATE TAXES (06/2023)	009	5,244.89	0.00	5,252.70
06/01/2023	BASE RENT (06/2023)	009	21,681.63	0.00	26,934.33
06/02/2023	Chk# WT#06022023		0.00	31,985.57	(5,051.24)
07/01/2023	ESTIMATED CAM (07/2023)	009	5,059.05	0.00	7.81
07/01/2023	ESTIMATED REAL ESTATE TAXES (07/2023)	009	5,244.89	0.00	5,252.70
07/01/2023	BASE RENT (07/2023)	009	21,681.63	0.00	26,934.33

APPENDIX D

Bed, Bath & Beyond - 51013 / 264395 - 2023 Based on : Service/Invoice date Page 1 of 3

Mission Valley



UNIBAIL-RODAMCO-WESTFIELD

	January	Februar	March	April	May	June	July	August	September	October	November	December	Total
Mini Major	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Minimum Rent	120,134.38	123,738.41	123,738.41	123,738.41	123,738.41	123,738.41	123,738.41	0.00	0.00	0.00	0.00	0.00	
Storage Rent	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Water	418.00	418.00	418.00	418.00	418.00	418.00	418.00	0.00	0.00	0.00	0.00	0.00	
Monthly Rent :	120,552.38	124,156.41	124,156.41	124,156.41	124,156.41	124,156.41	124,156.41	0.00	0.00	0.00	0.00	0.00	865,490.84
Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Y/E Water Adjustment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Total Billed :	120,552.38	124,156.41	124,156.41	124,156.41	124,156.41	124,156.41	124,156.41	0.00	0.00	0.00	0.00	0.00	865,490.84
Paid :	120,914.38	124,518.41	124,518.41	123,070.41	124,156.41	124,156.41	(0.00)	(0.00)	(0.00)	(0.00)	(0.00)	(0.00)	741,334.43
Total Paid :	120,914.38	124,518.41	124,518.41	123,070.41	124,156.41	124,156.41	(0.00)	(0.00)	(0.00)	(0.00)	(0.00)	(0.00)	741,334.43
2023 Net Change :	(362.00)	(362.00)	(362.00)	1,086.00	0.00	0.00	124,156.41	0.00	0.00	0.00	0.00	0.00	
Cumulative Balance :	(3,405.33)	(3,767.33)	(4,129.33)	(3,043.33)	(3,043.33)	(3,043.33)	121,113.08	121,113.08	121,113.08	121,113.08	121,113.08		121,113.08
Balance on 01/01/2023 :		-3,043.33											
Rounding		0.00		Adjustments			0.00				Gross AR as of 06/30/2023		121,113.08
											Total Unapplied		0.00

Filing Date 4.23.23

Invoice Date	Due Date	Service/ Tax Date	Gross Amount	Open Amount	G/L Offset	G/L Date	Remark
04/18/2023	04/18/2023	12/31/2022	-371.16	-371.16	RWT	04/18/2023	2022 Y/E WTR RECON
04/18/2023	04/18/2023	12/31/2022	-2,672.17	-2,672.17	RWT	04/18/2023	2022 Y/E WTR RECON
		pre-petition	-3,043.33	-3,043.33			
07/01/2023	07/01/2023	07/31/2023	123,738.41	123,738.41	MRN	07/01/2023	Minimum Rent
07/01/2023	07/01/2023	07/31/2023	418	418	WTR	07/01/2023	Water
		Not due yet	124,156.41	124,156.41			
		Total	121,113.08	121,113.08			